

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-03-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-03-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Military Affairs
संगठन का नाम / Organisation Name	Indian Army
कार्यालय का नाम / Office Name	*****
वस्तु श्रेणी / Item Category	Goods Transport Service – Per KM Based Service - Food Grains Machinery & Equipment, Misc items as required; Open Body LCV Truck; Truck 5 Ton (16 feet) 1500km plain , Goods Transport Service – Per KM Based Service - Food Grains, Machinery & Equipment, Misc items as required; Open Body LCV Truck; Truck 7 to 9 Ton (19 feet) 23000km plain , Goods Transport Service – Per KM Based Service - Food Grains, Machinery & Equipment, Misc items as required; Open Body LCV Truck; Truck 7 to 9 Ton (19 feet) 12000km Hill , Goods Transport Service – Per KM Based Service - Food Grains, Machinery & Equipment, Misc items as required; Open Body LCV Truck; Truck 15 to 16 Ton (19 to 21 feet) 3500km Plain , Goods Transport Service – Per KM Based Service - Food Grains Machinery & Equipment, Misc items as required; Open Body LCV Truck; Truck 15 to 16 Ton (19 to 21 feet) 1500km Hill , Goods Transport Service – Per KM Based Service - Food Grains Machinery & Equipment, Misc items as required; Open Body LCV Truck; Truck 20 Ton (19 to 23 feet) 5200km Plain , Goods Transport Service – Per KM Based Service - Food Grains, Machinery & Equipment, Misc items as required; Open Body LCV Truck; Truck 20 Ton (19 to 23 feet) 800km Hill , Goods Transport Service – Per KM Based Service - Food Grains, Machinery & Equipment, Misc items as required; Open Body LCV Truck; Truck with trailer 20 Ton (28 to 30 feet platform truck) 11400km Plain , Goods Transport Service – Per KM Based Service - Food Grains, Machinery & Equipment, Misc items as required; Open Body LCV Truck; Truck with trailer 20 Ton (28 to 30 feet platform truck) 600km Hill , Goods Transport Service – Per KM Based Service - Food Grains, Machinery & Equipment, Misc items as required; Open Body LCV Truck; Truck with trailer 40 Ton (28 to 30 feet platform truck) 1000km Plain
अनुबंध अवधि / Contract Period	1 Year(s)

बिड विवरण/Bid Details	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	33 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	6559725
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No

बिड विवरण/Bid Details

सुलह खंड/Mediation Clause	No
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ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	327986

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Station Commander
297 Coy ASC Supply Type C, Department of Military Affairs, Indian Army, Ministry of Defence
(Station Commander)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / Stat Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
10. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.
11. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.

- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Goods Transport Service - Per KM Based Service - Food Grains, Machinery & Equipment, Misc Items As Required; Open Body LCV Truck; Truck 5 Ton (16 Feet) 1500km Plain (150)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Food Grains , Machinery & Equipment , Misc items as required
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	Truck 5 Ton (16 feet) 1500km plain
Type of Travel	Outside state
Km Range	As per requirement
Area of Operation	Plains
एडऑन /Addons	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Type Of Trip (One-Way/Return)	One way

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Haridwar	1500	N/A

Goods Transport Service - Per KM Based Service - Food Grains, Machinery & Equipment, Misc Items As Required; Open Body LCV Truck; Truck 7 To 9 Ton (19 Feet) 23000km Plain (23000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Food Grains , Machinery & Equipment , Misc items as required
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	Truck 7 to 9 Ton (19 feet) 23000km plain
Type of Travel	Outside state
Km Range	As per requirement
Area of Operation	Plains
एडऑन /Addon(s)	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Type Of Trip (One-Way/Return)	One way

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Haridwar	23000	N/A

Goods Transport Service - Per KM Based Service - Food Grains, Machinery & Equipment, Misc Items As Required; Open Body LCV Truck; Truck 7 To 9 Ton (19 Feet) 12000km Hill (12000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Food Grains , Machinery & Equipment , Misc items as required
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	Truck 7 to 9 Ton (19 feet) 12000km Hill
Type of Travel	Outside state
Km Range	As per requirement
Area of Operation	Hilly Area
एडऑन /Addon(s)	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Type Of Trip (One-Way/Return)	One way

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Haridwar	12000	N/A

Goods Transport Service - Per KM Based Service - Food Grains, Machinery & Equipment, Misc Items As Required; Open Body LCV Truck; Truck 15 To 16 Ton (19 To 21 Feet) 3500km Plain (3500)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Food Grains , Machinery & Equipment , Misc items as required
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	Truck 15 to 16 Ton (19 to 21 feet) 3500km Plain
Type of Travel	Outside state
Km Range	As per requirement
Area of Operation	Plains
एडऑन /Addon(s)	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Type Of Trip (One-Way/Return)	One way

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Haridwar	3500	N/A

Goods Transport Service - Per KM Based Service - Food Grains, Machinery & Equipment, Misc Items As Required; Open Body LCV Truck; Truck 15 To 16 Ton (19 To 21 Feet) 1500km Hill (1500)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Food Grains , Machinery & Equipment , Misc items as required
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	Truck 15 to 16 Ton (19 to 21 feet) 1500km Hill
Type of Travel	Outside state
Km Range	As per requirement
Area of Operation	Hilly Area
एडऑन /Addon(s)	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Type Of Trip (One-Way/Return)	One way

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Haridwar	1500	N/A

Goods Transport Service - Per KM Based Service - Food Grains, Machinery & Equipment, Misc Items As Required; Open Body LCV Truck; Truck 20 Ton (19 To 23 Feet) 5200km Plain (5200)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Food Grains , Machinery & Equipment , Misc items as required
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	Truck 20 Ton (19 to 23 feet) 5200km Plain
Type of Travel	Outside state
Km Range	As per requirement
Area of Operation	Plains
एडऑन /Addon(s)	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Type Of Trip (One-Way/Return)	One way

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Haridwar	5200	N/A

Goods Transport Service - Per KM Based Service - Food Grains, Machinery & Equipment, Misc Items As Required; Open Body LCV Truck; Truck 20 Ton (19 To 23 Feet) 800km Hill (800)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Food Grains , Machinery & Equipment , Misc items as required
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	Truck 20 Ton (19 to 23 feet) 800km Hill
Type of Travel	Outside state
Km Range	As per requirement
Area of Operation	Hilly Area
एडऑन /Addon(s)	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Type Of Trip (One-Way/Return)	One way

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Haridwar	800	N/A

Goods Transport Service - Per KM Based Service - Food Grains, Machinery & Equipment, Misc Items As Required; Open Body LCV Truck; Truck With Trailer 20 Ton (28 To 30 Feet Platform Truck) 11400km Plain (11400)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Food Grains , Machinery & Equipment , Misc items as required
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	Truck with trailer 20 Ton (28 to 30 feet platform truck) 11400km Plain
Type of Travel	Outside state
Km Range	As per requirement
Area of Operation	Plains
एडऑन /Addon(s)	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Type Of Trip (One-Way/Return)	One way

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Haridwar	11400	N/A

Goods Transport Service - Per KM Based Service - Food Grains, Machinery & Equipment, Misc Items As Required; Open Body LCV Truck; Truck With Trailer 20 Ton (28 To 30 Feet Platform Truck) 600km Hill (600)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Food Grains , Machinery & Equipment , Misc items as required
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	Truck with trailer 20 Ton (28 to 30 feet platform truck) 600km Hill
Type of Travel	Outside state
Km Range	As per requirement
Area of Operation	Hilly Area
एडऑन /Addon(s)	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Type Of Trip (One-Way/Return)	One way

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Haridwar	600	N/A

Goods Transport Service - Per KM Based Service - Food Grains, Machinery & Equipment, Misc Items As Required; Open Body LCV Truck; Truck With Trailer 40 Ton (28 To 30 Feet Platform Truck) 1000km Plain (1000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Food Grains , Machinery & Equipment , Misc items as required
Type of Truck	Open Body LCV Truck
Size / Weight of vehicle	Truck with trailer 40 Ton (28 to 30 feet platform truck) 1000km Plain
Type of Travel	Outside state
Km Range	As per requirement
Area of Operation	Plains
एडऑन /Addons	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Type Of Trip (One-Way/Return)	One way

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Running Kilometres	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Haridwar	1000	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

3. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

STATION COMMANDER ROORKEE

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

5. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

STATION COMMANDER ROORKEE

payable at
ROORKEE

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

6. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

STATION COMMANDER ROORKEE

payable at

ROORKEE

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

7. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

STATION COMMANDER ROORKEE

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

8. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

9. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

10. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

11. Purchase Preference (State)

Bid reserved for MSE from the State of Bid Inviting Authority: Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

12. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

13. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATCs) FO

R CIVIL HIRED TRANSPORT (HEAVY VEHICLE) CO NTRACTS OF ROORKEE MILITARY STATION ON GE M

NOTES:-

ANY CONDITIONS OR STIPULATIONS REFERRED HERE SHALL PREVAIL OVER THE GENERAL TERMS & CONDITIONS (GTCs) OR STIPULATIONS CONTAINED IN THE SERVICE LEVEL AGREEMENT (SLA) IN SO FAR AS AND TO THE EXTENT TO WHICH THE LATTER ARE IN ANY WAY REPUGNANT TO THE FORMER.

THIS BID IS BEING ISSUED WITH NO FINANCIAL COMMITMENT.

TWO BID SYSTEM WILL BE FOLLOWED. ONLY THE TECHNICAL BIDS WOULD BE OPENED ON THE DATE AND TIME MENTIONED ON THE PORTAL. DATE OF OPENING OF THE COMMERCIAL BID WILL BE INTIMATED AFTER ACCEPTANCE OF THE TECHNICAL BID.

COMMERCIAL BIDS OF ONLY THOSE FIRMS WILL BE OPENED WHOSE TECHNICAL BIDS ARE FOUND COMPLIANT AFTER TECHNICAL EVALUATION

1. These ATCs are covered under the following heads:-

- (a) Standard & Special Conditions.
- (b) Veh Specific Conditions (Load Carrier).
- (c) Additional Terms.

STD AND SPL CONDITIONS

1. **Law.** The contract shall be considered made, governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract**. The contract shall come into effect on the date of signatures of both the parties on the contract Agreement (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The provision of transport services and performance of the services shall commence from the effective date of the contract.

3. **Penalty for use of Undue Influence**. Any act of breach by the Seller or any one employed by him or acting on his / her behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his / her behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his / her nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

4. **Agents / Agency Commission**. The Seller confirms and declares to the Buyer that the Seller is the original provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to award the contract to the Seller. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift the Seller will be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

5. **Access to Books of Accounts**. In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/ information.

6. **Conflict Clause**. In case of a conflict between the relevant clauses of general terms & conditions of GeM or service level agreement of heavy vehicles, the concerned clause in this document i.e. buyer uploaded additional terms & conditions will supersede all other clauses.

7. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail / e-mail/ whats app/ airmail, addressed to the last known address of the party to whom it is sent.

8. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

9. **Amendments.** No provision of this Bid document shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.

10. Tax and Duties.

(a) **GST.** As made applicable by Government of India from time to time.

(b) **Toll Tax/ Entry Tax/ Octroi Duty & Local Taxes.** Normally, materials to be supplied to the Government Departments against Government Contracts are exempted from levy of Toll Tax/ Town Duty, Octroi Duty, Terminal Tax and other levies of local bodies. Wherever required, Seller should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties. No compensation / liability will rest on the Buyer, for non-acceptance of such exemption certificate by the taxation authorities. **No separate payment would be made by the Buyer for Toll Taxes, Entry Taxes, Octroi duty and local Taxes**, if any. The Seller should cater for these Taxes/ duties as part of Basic Rate quoted in the Bid.

(c) **TDS.** TDS as applicable will be deducted.

11. Performance Guarantee.

(a) The Bidder will be required to furnish a Performance Guarantee of 05% of contract value by way of Bank Guarantee through a public sector

bank or a private sector bank authorized to conduct government business for a sum as specified in the acceptance of Tender Note within thirty days of receipt of the confirmed order or before the commencement of contract, whichever is earlier (or within such extended time as may at the sole discretion of the Govt be granted to the Bidder/ Firm/ Vendor by the contract sanctioning authority).

(b) Performance Bank Guarantee (PBG) should be valid up to 180 days beyond the date of completion of contractual obligations. The deposit receipts should be made out in the name of Contract Operating Officer (COO). The specimen of PBG is given in Form DPM-15. A format of the PBG is also attached at **Annexure-I**.

(c) Until receipt of the performance Guarantee in full or in the event of the non-submission of the performance Guarantee deposit, the earnest money where and when applicable will be retained and considered as part of performance Guarantee deposit, and the balance amount of it, if any will be deducted from the payment or contractor by the paying authority. Same action will be taken in case of re-appropriation of security from expired or expiring contracts, if the re-appropriation action is not completed within the stipulated period and the performance security is not deposited by the contractor.

(d) The Buyer has the right to invoke the performance security deposit in case of any breach of the contract by the Seller or by not delivering the services and /or stores by the due dates entrusted to him for transportation.

(e) The Service Provider will have to refund to the government any claim under the warranty clause and other claim(s) that may arise out or under this contract as soon as a demand to that effect is made by the contract sanctioning officer, failing which such claims will be recovered by adjustment against the performance security deposits. Should this sum be not sufficient to cover the full amount recoverable, the Service Provider shall pay the remaining balance due to the government on demand.

(f) The performance security deposit as per this contract can be adjusted by the Government if there is any claim whatsoever it has against the Service Provider relating to this contract or otherwise.

(g) Performance Guarantee or any balance thereof remaining at the end of the contract shall not be returned to the Service Provider until their accounts have been finally audited and settled and until the Service Provider has executed the usual 'No Demand Certificate'.

(h) The performance security deposit will be refunded to the Service Provider only after the completion of the contract in all respect and on submission of 'No Demand Certificate' obtainable from Contract Operating Officer by the Service Provider.

(j) In all cases the performance security deposit must be pledged as directed by the Officer calling for tenders in accordance with existing regulations, and in such manner (to be decided by the officer sanctioning the contract) that the Government may realize the same without reference to the tender.

12. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of Bid till placement of the contract, Buyer reserves the right to increase or decrease the quantity of the required goods by up to 50% without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

13. **Fall clause.** The following Fall clause is applicable:-

(a) The price charged by the Seller for the services for / in / from / to a particular Station under the contract shall in no event exceed the lowest prices at which the Seller sells the services or offers to sell services of identical description to any person/Organization including the purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Government as the case may be, during the currency of the contract.

(b) If at any time, during the said period the Seller sells or offers the services to any persons/ Organization as mentioned above, at a price lower than the price chargeable under this contract, then he shall notify such reduction or sale or offer of sale to the Buyer immediately and the price payable under this contract for such services shall stand correspondingly reduced.

(c) The Seller shall furnish a certificate to the Paying Authority along with each bill for payment for services delivered against the contract in this regard.

14. **Termination of Contract.** In addition to anything mentioned in this document, the Buyer shall have the right to terminate this contract in part or in full in any of the following cases:-

(a) **The delivery of transport service is delayed due to causes not attributable to Force Majeure for more than five occasions in a month and / or 15 times during currency of the contract.**

(b) **The Seller is declared bankrupt or becomes insolvent.**

(c) **As per decision of the Arbitration Tribunal.**

(d) **The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/ company etc.**

(e) **Notwithstanding anything to the contrary herein contained if the Military situation necessitates such a course, this contract may be terminated by the Buyer giving the Seller 60 days' notice at any time without the Seller being entitled any compensation on that account.**

15. **Rescission of Contract**. The Buyer may rescind the contract by a notice to Seller in writing:-

(a) If the Seller assigns or sublets the contract or, if Seller attempts to do so.

(b) If Seller or any of his / her agents or servants shall:-

(i) Be guilty of fraud in respect of the contract, or any other contract entered into by the Seller with Government; or

(ii) Directly or indirectly give, promise or offer any bribe, gratuity, gift, loan, perquisite reward or advantage pecuniary or otherwise to any Officer or person in the employment of the Government in any way relating to such officer's / person's office or employment.

(c) If any such Officer or persons, mentioned in / sub paragraph (b) (ii) of this Para, become in any way directly or indirectly interested in the contract.

(d) If Seller or any of his / her partners become insolvent or apply for relief as an insolvent debtor or commence any insolvency proceedings or make any composition with creditors or attempt to do so or in the case of being a registered company, any order is duly made or any resolution is duly passed for winding up of the company.

(e) If it should transpire that Seller is doing business conjointly with any other contractor(s) or that Seller is a partner in any other firm(s) on the Approved List of Contractors of Headquarters Command.

(f) If Seller fails to deposit the Performance Bank Guarantee.

(g) In case of such rescission, Seller's PBG (or such portion thereof as the Buyer shall consider adequate) shall stand forfeited and be absolutely at the disposal of Government, without prejudice to any other remedy action that the Government may have to take.

(h) If this contract is for more than one station, its rescission under these conditions shall not be affected by the acceptance, meanwhile or subsequently, or supplies/services accepted or made at any station in ignorance of the rescission.

(j) In case of such rescission the Government shall be entitled to recover from Seller on demand any extra expense the Government may be put to in obtaining supplies/services hereby agreed to be supplied, from elsewhere in any manner, for the remainder of the period for which this contract was entered into, without prejudice to any other remedy the Government may have.

16. **Arbitration.** All disputes or differences arising out of or in connection with this Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per applicable Form of DPM-7. (Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and the Seller).

17. Force Majeure Clause.

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than **10 (Ten) days** from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than **6 (six) months**, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of **30 (thirty) days** to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

18. Contract Operation.

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(a) **Agent/ Power of Attorney.** The Service Provider will employ a reliable agent, holding the power of attorney, who will report to the Officer operating the contract, or his / her representatives, to receive demands and tender CHT vehicles, as well as to carry out all the work connected with this contract.

ract, on behalf of the Service Provider, at the time and place stated by the c
ntract operating Officer / Officer authorized, if the Contract is not handled by
the Service Provider personally.

19. **Variation in Contract.** The requirement mentioned in the bid is an appr
oximation only. However, the contract value may fluctuate by plus / minus 50%,
as per Para 7:13 of DPM-2009. The additional / below demand of CHTs will be upt
o 50% of total value of the contract and not on the basis of Clause / vehicle wise r
equirement. Certain type of vehicles may not be hired at all, in case of non-
availability of funds for the requirement. Certain vehicles may be hired over and
above 50% of the approximate requirement mentioned in the bid. No claim for a
ny compensation on this account will be admissible.

20. **Death of Contractor.** As per Sec 37 of the Contract Act 1872, 'Promise
bind the representative of the promise in case of death of such promisor before pe
formance, unless contrary intention appears from contract.

VEH SPECIFIC CONDITIONS

1. Load Carrying Vehicles (LCV) (16 Ft, 19 Ft , 19 to 21 Ft, 19 to 23 ft, 28 to 30 ft) from 5 Ton, 7 to 9 Ton, 15/16 Ton, 20 Ton & 40 Ton).

(a) The vintage of Load Carriers will not be older than 12 years.

(b) Efforts will be made to unload the vehicle within 24 hours and und
er unavoidable circumstances/operational condition vehicle will be
unloaded before 48 hours. In case it is not unloaded in time, matter will b
e reported to COO, who shall take corrective measures.

(c) When voluminous loads are loaded to full capacity of truck, which
may be weight wise less than carrying capacity of truck, or less load is lo
aded and mixing of any other load is not permitted due to operational/tec
hncal reasons, payment upto approved carrying capacity of that truck all
owed in respective area by RTO/STA will be paid for on the basis of certifi
cate to this effect by consignor/COO. However, this clause will be applica
ble to only 9 ton CHTs. In case 15 ton CHTs are contracted/hired then the
'voluminous clause' will not be applicable and only maximum laden weig

ht i.e 15 Ton as applicable will be loaded and payment made accordingly and approved by Chairman in consultation with IFA.

(d) Load carriers will be paid for per ton basis from station to station and as per approved carrying capacity of vehicle. When on induction/de-induction duty where unit loads are given, vehicle will be paid for full vehicle rate basis/as per carrying capacity of vehicle.

(e) Whenever part loads item being packaged (i.e. less than the utilized capacity of the load carrier vehicle) the same shall be transported by seller without any demur at per ton rates quoted by seller.

2. Special Condition For Load Carrier Contracts On Per Kilometer Basis to Various Destinations.

(a) The total requirement of vehicles is based on yearly basis and can vary each day/week/month.

(b) The time and Kms run will be calculated from control room/desired place.

(c) The lowest tenderer (i.e.L-1) will be determined based on the overall value of the contract.

(d) Night halt will be given from 2200 hours to 0600 hours if the vehicle is static. In case of accident, mechanical failure or due to any fault of the driver or contractor, night halt will not be applicable. In case the vehicle is on the duty between 2200 hours to 0600 hours, no night halt charges will be given. The vehicles will be paid for next day's entitlement, if the vehicles remains hired continuously after 0600 hours. In case de-hired before 0600 hours no extra payment will be admissible.

3. Maximum permissible weight to be loaded in a particular type of vehicle will be as per its RC/ instructions issued by respective RTO /RTA.

4. Any dispute as to the capacity of vehicles shall be determined by the COO or an Officer acting on his/ her behalf, whose decision shall be final.

5. Seller will lift whatever type of stores / equipment i.e. Supply / Ordnance / Engineers/ Miscellaneous stores and FOL including Arms & explosives or any other stores as directed to be lifted by the Government at the rates given in this agreement.

6. A representative of the Seller shall be allowed to supervise the loading/u

nloading at the loading/unloading installation.

7. Seller shall take all necessary precautions for proper loading and conveyance of stores fully protected from loss or damaged due to water or fire or dust or shock or exposure to sun/dampness/ moisture etc. If there is any dispute as to what is necessary under this head, the same will be decided by COO, whose decision shall be final.
8. In case of carriage of FOL products, the Seller / Driver will satisfy themselves that the seals of barrels /jerrican /tins are intact at the time of collection / loading of vehicles.
9. Seller shall provide all gear (including serviceable loading ropes and water proof sheets and tarpaulins) for use on the CHTs in inclement weather.
10. Vehicles will neither be detained after loading nor will be diverted by the Seller / their accredited agents to any other duty other than authorized by the COO, and will proceed directly to their destinations.
11. Seller will be responsible for safe carriage of stores/luggage/personnel and will not divulge to any one the nature of duty, destination and other information connected with defense efforts.
12. Seller will not be permitted to carry any unauthorized person/luggage and stores in the vehicle once hired.
13. In case the vehicle once hired by the COO is found carrying double load i.e. the vehicle loaded from one depot / location is found carrying additional load of another vehicle hired by the COO or any other agency, carriage charges of both the vehicles will not be paid.
14. No transshipment of the consignment by the driver / Seller will be permitted without prior permission of the COO. In the event of breakdown of the vehicle enroute, transshipment of military stores may be affected at Seller's risk/cost and immediate information of the same will be given to the COO or his / her representatives on telephone. Any damage to military goods during such transshipment will be made good by the Seller without any representation as asked for by the Consignee /COO.
15. **Breakdown.** In the event of breakdown of vehicles employed under this agreement (whether caused by mechanical defect or other reasons), Service Provider will replace them and arrange for replacement. If Service Provider fails to do so within one hour, the officer operating the contract will be at liberty to make suitable arrangements at Service Provider's risk and expense and such hiring will be indemnified to the Service Provider after termination of duty through a written letter.

ADDL TERMS

General

1. The address and contact numbers for seeking clarifications regarding contracts are given below:-

- (a) Queries to be addressed to Roorkee - Officer Commanding, Supply Depot
- (b) Postal address for sending queries/documents - Supply Depot Roorkee
PIN - 247667
c/o 56 APO
- (c) Telephone /MobileNumber - 9971236088, Officer Commanding, Supply Depot Roorkee
- (d) Email ID -297coyasc@gmail.com

2. **Online Submission.** Scanned copy of following documents will be uploaded:-

Ser No	Details of Documents
(a)	Experience Certificate last 3 years.
(b)	Bidder Annual Turnover - 50% of the bid value of transport related services (CHT) during last three years.

(c)	In case exemption for experience/turnover, supporting documents to prove his eligibility (MSE/Startup)
(d)	Copy of PAN Card & Aadhar Card
(e)	Copy of GSTIN registration certificate
(f)	Copy of cancelled cheque
(g)	Copy of NEFT Mandate duly certified by Bank
(h)	General Power of Attorney, if applicable
(j)	Address Proof of Office in the state of Consignee (Uttarakhand)
(k)	Self declaration cert that the bidder is not banned or suspended or Blacklisted
(l)	Undertaking that the bidder is not bankrupt
(m)	Declaration that Night / Day halt charges will not be claimed more than the rate approved by HQ UB Area vides Area Routine Order dated 24 Nov 2020 which is mentioned at Para 47 of ATC.
(n)	'Bid Security Declaration Certificate' as per format given at Annexure-I shall be applicable till such time the Government of India so decides.
(o)	'Acceptance of Terms & Conditions Certificate' duly signed on the official letter head of the firm as per format given at Annexure-II .
(p)	'Certificate of Financial Capacity Contract Carrying Capacity (CCC)' by vendors registered with Headquarters Commands as per format given at Annexure-III .

3. **Vintage of the Vehicles**. Vintage of the vehicles which will qualify the Seller for securing the contracts are as given asunder:-

Ser No	Type of Vehicles	Vintage as on 01 Apr of Financial Year
(a)	CHT Hy vehs & CHTTs	12 Years

4. **Capacity of the Seller.**

(a) **Financial Capacity**. Financial capacity of the Sellers shall be based on turnover of the firm in past three years in transport business.

(b) **Ownership of Vehicles**. The Seller should have the encumbrance free ownership of minimum number of commercial registered vehicles as given below in the name of vendor/ firm/ company. Such Seller owned vehicles will be inspected by Technical Evaluation Committee and will form part of the fleet deployed by the Seller against this contract, in case the contract is assigned to the Seller against this bid:-

Ser No	Contract Value Upto	Light vehicles	Buses and Water Bowsers	Load Carrying Vehicles (Trucks 7 Tons & above)	CHTT (Trucks with Trailer) and Special Vehicles i.e JCB, Earth Movers, Cranes, Tractor with implements etc
(i)	50 Lakh	3	-	2	No Stipulation
(ii)	1 Crore	5	2	3	
(iii)	2 Crore	8	3	5	
(iv)	5 Crore	15	7	7	
(v)	Above 5 Crore	22	12	12	

Note: - In case of combined contracts the number of vehicles will be as per the value of particular category.

5. The Bids should remain valid upto **120 days** from the last date of submission of the Bids.

6. **Evaluation Criteria & Price Bid Issues.** The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Bid.

(b) The bids will be evaluated based upon the total value wise evaluation of the contract.

(c) The basic rate quoted should be exclusive of all levies, GST and any other taxes.

(d) It is mandatory for the Seller to quote rates against each category/brackets/clause in the Bid. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) In case rate(s) at any category/bracket/clause are not filled by the Seller, the said Bid will be rejected.

(f) The lowest bid will be decided on the basis of lowest overall combined value of the rates quoted by vendor for all items/routes.

Essential / Technical Details of Items/Services

7. **Categorization of Vehicles.** CHTs can be hired in one or more of the following categories either singularly or combined in contract:-

(a) Load Carrying Vehicles (Trucks etc).

(b) Contracts for Local and Out station duties for various vehicle types will be concluded with the clauses mentioned in subsequent paragraphs suitably included as per requirement in a particular Station.

(c) **Trucks and CHTTs for Out Station Duties.** May have one or more of the following clauses:-

(i) One way per Km (Plains).

(ii) Day Halt Charges.

(iii) Night Halt Charges.

Contract Operating Officer(s)

8. The Buyer may authorize one or more officers as Consignees or Contract Operating Officers (COOs) to operate the contract on his / her behalf. The Seller will accept and carry out all instructions given by such COOs or their representatives in connection with this contract.

9. COOs may change during the currency of the contract due to functional reasons for which the Seller shall have no objection.

Sellers / Accredited Agents, Drivers and Staff Employed by the Sellers

10. If the contract is not handled by Seller personally, the Seller will employ reliable accredited agent(s) holding power of attorney who may be approved by the COO. Agent(s) considered undesirable by the COO would be replaced by Seller within three days.

11. Seller and the accredited agent will give their full verifiable address and telephone numbers to the COOs where they can be contacted or the demand for the CHTs can be placed. Any change in the contact details will immediately be informed to the COOs.

12. All persons employed by the Seller in handling CHT vehicles under the contract shall be healthy and clean in person and clothing. They will be subject to medical examination as and when desired by the authorities concerned. Persons found to be medically unsuitable will be replaced without delay and time spent for replacement will be borne by the Seller.

13. Antecedents and character of all drivers and co-drivers will be verified by Police. Police Verification will be handed over to the COO seven days before the commencement of contract. In case the driver or/and co-driver are changed for any reason, the Police Verification of the new incumbents(s) will be deposited with COO within 24 hours of commencement of duty.
14. There should be nothing outstanding against the vehicles / persons employed by the Seller for this contract in records of any law enforcement agency.
15. Do's and Don'ts pertaining to dress of driver and his conduct with the user may be formulated and handed over by the COOs / users for strict compliance by the Seller/ driver.
16. The etiquettes, conduct and behavior of the drivers should be sober, amicable and acceptable. At no stage the driver will be rude and retaliate/ enter into an argument with the users.
17. Driver of a vehicle will be changed immediately, if so desired by the COO or officer using CHT.
18. All CHT vehicle drivers will be in possession of a working mobile telephone.
19. The driver should be in possession of his / her driving license and requisite documents.

Common Terms for All Types of Vehicles Required Under the Contract

20. All Vehicles tendered will be registered/ approved by the concerned RTO /RTA as commercial transport and all taxes paid on due date.
21. For operation of the contractual obligations in the protected areas / States, where & when required, all drivers and other staff employed will be in possession of inner line permit/ validated card issued by the civil administrative authorities.
22. A valid route permit is held for each and every vehicle provided to the Government under this agreement.

23. **“ON MILITARY DUTY”** board will be displayed on the vehicles under the contract only when hired by the Buyer.

24. Vehicles will fumigate/disinfect against infectious diseases, if any, as desired by military authorities. All expenses in this connection will be borne by the Seller.

25. Seller cannot claim to be issued with Petrol/ Diesel/ Fuel/ Oil/ Lubricants, either free or on payment for his vehicles, from military sources.

26. Seller will ensure that vehicles are mechanically fit and in good condition and check the following before sending the vehicles on duty:-

(a) Wipers, light, indicators, beacon lights, horn and kilometer head are working.

(b) Tyre pressure is accurate and tyres are in good condition.

(c) Vehicle should be in mechanically fit condition and there should not be any vibration/ unwanted sound from Engine / Exhaust /Body.

(d) There is adequate fuel in the fuel tank.

(e) Good condition of interior upholstery of the vehicle.

(f) Possession of valid Pollution under control certificate.

(g) Brake and clutch are in serviceable condition.

(h) Good quality curtains will be provided in the windows of buses.

(j) The seats of the vehicle should be comfortable.

- (k) One serviceable spare wheel.
- (l) Necessary spares and tools for repairs.
- (m) Spare cans filled with oil and water.
- (n) Serviceable Fire extinguisher.

Demand of Vehicles & Transport Indents

27. The civil vehicles required under the contract include those for conveyance of stores, officials, personnel and civilians of Army, Navy, Air Force, Para Military Forces, Central/State Governments and Nationals of other countries for whose subsistence Government of India accepts responsibility and who happen to be or come into the area covered by the contract.

28. The total requirement of vehicles is a rough indication of quantities on yearly basis and the demand can vary each day/ week/ month and may not be uniform throughout the year.

29. To take care of any change in the requirement during the period of the contract, Buyer reserves the right to increase the qty by 50% or decrease the qty by 100% of the contract without any change in the terms & conditions and prices quoted by the **Seller**. While operating the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit. There is no guarantee that the requirement shall remain at this level throughout the period of contract and also may not be evenly distributed over the period of this contract. No claim for compensation what so ever shall be made by **Seller** or entertained by the Government on any reduction in demand resulting in utilization above/ below the scheduled quantities nor request for ex-gratia payment will be made by **Seller**. In case vehicles are not hired at all due to non-availability of funds, no claim for any compensation on this account will be admissible. In the event of withdrawal (or reduction in the number) of troops and consequent reduction in demand or due to any other reason the requirement also may become Nil and no claim for the same would be permissible.

30. In case any type of vehicles under this contract is not hired at all due to non-availability of funds, no claim for any compensation on this account will be admissible.

31. In the event of withdrawal (or reduction in the number) of troops and consequent reduction in demand or the demand becoming Nil, no claim would be permissible.

32. Seller's accredited representative will report to the COO at the designated time and place for collecting the demand of transport required and the transport will be provided by the seller on the date and time specified.

33. In case Seller/or accredited representative does not report, the demand of transport dispatched by post/ through dispatch rider / message on the last known address / mobile number of the Seller / accredited agents of the Seller by the COO will be taken as received by the Seller and normal procedure for hiring of transport at risk and expense of the Seller will be initiated in case of failure on part of the Seller.

34. Normally 24 hour notice will be given for provision of a vehicle. In cases of urgent military necessity, the transport may be demanded over the telephone. In such cases covering indents will be submitted by the COO / indenting unit.

35. Seller shall have no objection to the increase/decrease of the demand of vehicle placed by the COO, provided such changes are made within six hours in advance. However, a demand placed earlier may be cancelled at the last moment even on arrival of the vehicle for duty at reporting point / parking area.

36. Transport indented for by the COOs will be supplied at the time and place given in the order issued by COOs / authorized representatives. All vehicles will report to nominated reporting place / vehicle parking area as specified by the COOs or their authorized representatives. No vehicle driver will be permitted to leave the vehicle unattended.

37. Seller or accredited agent(s) will initial the Car Diary at the time of commencement of duty and obtain full signature of officer using the vehicles.

38. Time and Kilometer of duty will commence at the parking area / reporting point as specified by COO. No extra Km / time will be given for vehicle to report from garage or return.

39. On completion of duty, signature of the COO / his / her representative on the Car Diary and other relevant documents will be obtained.

40. Seller shall undertake to complete the service within the reasonable specified time as required by the COO and Seller shall employ such transport as will be necessary to complete the service within the specified time.

41. **Risk & Expense Clause**. In the event of:-

a) Rejection of Vehicles, as described above, or on account of Seller's failing, declining, neglecting or delaying to comply with any requisition or otherwise not executing the same in accordance with the terms of the contract, the COO or his / her successor in office shall be at liberty (without prejudice to any other remedy the Government may have on account of any claim for compensation against loss and inconvenience caused by such breach or non-performance of the contract) to hire from any other source, at Seller's risk and expense, such services as may have been rejected or that Seller may have failed, declined, neglected or delayed to supply.

b) Extra expenditure, if any, on account of risk and expense purchase of the service made by the Government as above, will be deducted out of Seller's payment of bills due to the Seller or from Performance Guarantee

c) In the event of vehicle(s) arranged from other sources at risk and expense of the Seller in accordance with the terms of the contract, the amount of excess incidental expenditure, if any, involved in having to meet the complete demand out of Civil Hired Transport, will be in addition to the amount recoverable from Seller, for making such arrangement and be charged from Seller.

d) Seller agrees to pay hire charges for the Government transport supplied, if any, to Seller on request in case of failure of transport services due to any cause(s), at the rates fixed by the Government in accordance with orders which may be current at the time the transport is hired. Seller clearly understands that the aforesaid clause does not in any way bind or oblige the Government to provide the Seller with the services. The decision of the COO in this matter will be final and binding on Seller.

Deliveries

42. Seller will adhere to the time permissible to travel the distance on the specified route as per the instructions which will include routine halts, halts due to security reasons imposed by the Civil/Army authorities, convoy timing if any, repairs enroute repair / maintenance timing and so on to ensure the official(s)/stores reach the destination in time. However, if the vehicle is not able to reach the destination by the expected time of arrival the driver will get his / her copy of transport indent endorsed from Civil Police authority and Army TCP stating the reasons for delay.

43. With respect to delivery of vehicle(s) /service(s) from one station to the other, the time taken for the same shall be in conjunction with the distance travelled on the basis of speed/KM ratio and type of terrain. In case of any contingencies occurring en-route, like vehicle breaking down, it would be entirely binding upon the Seller to arrange for a relief vehicle.

44. Any delay beyond stipulated number of days for various routes may be waived off by the Buyer (if circumstances were beyond the control of the Seller like road closure or adverse law & order situation) as follows:-

- | | | | |
|-----|--------------------------------|---|--|
| (a) | Officer Operating the contract | - | 04 days (without penalty) |
| (b) | Next Higher Army Authority | - | 10 days (with penalties as applicable, if there are no justifiable reasons). |

Note. For various destinations, the yardstick/general guidelines as below will be applied, to arrive at maximum time permissible.

- | | | | |
|-----|--|---|--|
| (a) | Mountains
proximate 200 Km per day. | - | Ap |
| (b) | Plains
proximate 400 Km per day. | - | App |
| (c) | Loading/Convoy Allowance
ing till | - | 12 hours for waiting after loading till the vehicle joins the convoy. The same will not be applicable for vehicles moving independently. |

45. In case the Seller fails to deliver the goods at the specified destination within reasonable time of travel, the COO, or his representative will be at liberty to withhold payment of present/previous bills corresponding to the cost of stores including departmental /incidental charge or such charges fixed by the Buyer from

m time to time, depending on the merits of the case. The decision of the Buyer will be final and binding on the parties to this agreement.

46. Penalties given below may be imposed on the Seller for the delay in delivering goods (Load Carriers) at destinations based on merit of each case:-

- | | | |
|-------------------------|---|---|
| e) Delay upto 4 days | - | Warning |
| f) Delay 5 -10 days | - | 5 % of the cost of transportation |
| g) Delay 11 -20 days | - | 10% of the cost of transportation |
| h) Delay beyond 20 days | - | Penalties to be decided by Buyer or merit |

of the case. Payment will be withheld by COO till decision by Executive Officer.

Note. Time period permitted for loading/ unloading will be exclusive of the journey period while calculating delivery period of stocks. In case of road closure/ disruption due to landslide/ Natural Calamities/ Enemy action/ due to strike and civil disturbances, **the penalties may be exempted by the Executive Officer based on recommendation of the COO who shall ensure authentic proof is part of the documents submitted for exemption of penalties such as reports received from concerned formation HQ / Officer Commanding nearest Army unit / Traffic Check Post / Regulating Centre/ Police Station /Media reports (electronic media or newspaper).**

47. Seller agrees that rates quoted for nominated station (where applicable, on Km basis contracts, e.g. Light vehicles, Water Bowser, Buses/Trucks) will also be applicable for allied stations at same terms and conditions. Allied stations will be nominated by Headquarters Station and specifically mentioned allied stations may be away from main stations. The allied stations may thus have additional COOs. Rates of Km basis contracts will only be used for requirements for/from allied station where no contract exist.

48. **Seller** shall agree to carry/transport stores and personnel in load carriers and buses on fixed station to station contracts at any point/place indicated by the consignee or consignor within 50 km of starting station and unloading station without any additional charges (in long route contracts) in case such transport is diverted to another destination due to exigencies of service, provided general road and load carrying conditions are similar.

49. Seller shall deliver the goods at the destination. In case the Seller is unable to do so due to accident / breakdown of vehicles or natural calamities, he will lodge a proper report at the nearest Police Station and also inform the COO.

Emergencies & Restrictions

50. In the event of a state of emergency being declared by the President of India in the area where this contract is operational, and the control of civil transport is required to be taken over by the Civil or Military authorities, Seller agree to obtain Buyer's requirements for the purpose of this contract through and under the supervision of the same authorities and without extra cost to the Government, i.e., without altering the original tendered rate for hiring under the contract.

51. After the state of emergency has been declared by the President of India which covers the area in which the contract is held, the Buyer will have the sole discretion to decide the date from which the Military situation warrants the termination of the contract and such date will be communicated to Seller in writing and Seller agrees to accept this decision as fully binding from that date.

52. Seller will be liable to perform the duties detailed by the COO/ his / her representatives, as and when detailed irrespective of the prevailing conditions in the Station or enroute for example natural calamities like flood, earthquake etc and during strike, civil disturbances / outbreak of hostilities. No additional compensation will be paid for such duties.

53. In the event of a road block, the Seller will provide vehicles through diversions routes at the same rates / terms and conditions.

Accident & Insurance

54. All vehicles tendered will have valid comprehensive insurance. The Seller shall certify that the Seller has valid insurance of the vehicles being supplied under this contract to cover all the benefits payable to those concerned and the Seller shall undertake to continue the insurance for the period that the agreement is enforce.

55. The Seller shall undertake to produce evidence to the satisfaction of the Buyer that the insurance company, with which insurance all vehicles being tendered under this contract has been affected, has received notice(s) that the Government is interested in the policy of insurance.

56. Seller agrees and will be responsible, for any untoward happening like accident / death of drivers during duties and Seller will not claim any compensation from the Government.

57. The Seller shall indemnify the Government against any claim action or demands relating to any accident or damage that may occur to any vehicles(s) and driver(s) employed by the Seller under this contract or to any person involved

in such accident.

58. In the case of any accident, the Seller or his / her representative will inform the nearest Police Station. Court of Inquiry as in case of Army vehicle will be conducted and the decision of the Indian Army in this regard shall be binding and final.

59. In case of any accident during the performance of the duty, the cost of damage to the vehicle will be borne by the Seller. No compensation will be given by the Army authorities.

Payments

60. **Payments.** Payment to the seller will be made on monthly/Quarterly basis on production of valid bills with connected documents. **100% payment will be made by CDA, Meerut/AOO, Dehradun.**

61. **Advance Payments.** No advance payment(s) will be made.

62. It will be mandatory for the **Seller** to indicate their bank account numbers and other relevant e-payment details so that payments could be made preferably through ECS/EFT mechanism wherever feasible or through cheques where ECS/EFT is not feasible.

63. A copy of the model mandate form prescribed by RBI shall be submitted by **Seller**

for receiving payments through ECS.

64. The payment of CHT utilized under the contract will be made to the credit of Seller's account in a recognized bank of the Republic of India and the bill shall be receipted and endorsed by Seller in favour of the bank.

65. Payment of bill which is signed but not receipted and endorsed in favour of the bank will be made on production of a legal power of attorney authorizing the bank to receive payment on Seller's behalf.

66. The above procedure will not in any way effect the rights of the Govern

ment to deduct from bills (whether endorsed in favour of the bank or not) any sum due to the Government by the Seller on account of penalties, over payment etc for the contract to which the bills pertain or any other contract with the Government of India.

67. The payment of bills of Seller will be made from the Government Treasury/ Nationalized Bank by crossed cheques or by E-payments wherever feasible by the COO(s)/ Paying Authority preferably within a week's time from the funds available with him in the S&S Imprest Account.

68. Following documents will invariably be supplied by the Seller to the Buyer / COO / Paying Authority along with the bill duly supported with documents related to performance of duty:-

- i) Ink-signed copy of Seller's bill.
- j) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- k) Exemption certificate for Excise duty / Customs duty, inapplicable.
- l) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- m) Any other document / certificate that may be provided for in the Supply Order / Contract / Bid document.
- n) User Acceptance in terms of signatures of the user on relevant part of the Car Diary / Indent Form.

69. In the event of any damage, loss or depreciation to any articles handed over under this agreement, owing to neglect or delay on Seller's part, the Seller shall be liable to pay compensation to the Government up to the value of stores so lost, damaged or depreciated and the compensation to be paid by the Seller shall be that decided by the Indian Army.

70. In case of any doubt on payment clause, the payment will be made by a

adopting payment rates which are most economical to the Buyer.

71. No payment shall be admissible for any period of time spent on halts for food, water, rest, refueling, maintenance, repairs or for any other purposes, not specifically authorized by the Schedule/COO while employing the transport.

72. No parking charges for railway station/ airport or any other place will be given by the hirer.

73. No separate charge for loading/unloading period inapplicable.

74. No advance payment (s) will be made under any circumstances.

75. Seller shall submit to the COO (Consignee) **100%** of bills (in English), for all vehicles provided for each station duly accepted during the preceding month or fortnight, as the case may be, by eighth and/or twenty third day of each month depending upon payment being monthly or fortnightly.

76. The bills will be presented by Seller on the correct printed forms which shall be obtained by Seller from the COO/ Consignee and shall be receipted by Seller and be supported by the receipted vouchers given to the Seller by Receiving Officer and the Car Diary for each vehicle hired given to Seller by COO.

77. The charge in these bills shall always be entered at the same rates as have been accepted in the contract and under such clause of the contract as pertains to it and is specified by the COO / Consignee in the requisition or order.

78. If any retrenchment is made in payment of any bill submitted by Seller other than in respect of an ordinary audit objection and except in respect of recoveries under various clauses of this contract on which final decisions have already been given, such retrenchment shall be subject to an appeal, if preferred by Seller in writing within one month, to the Buyer, whose decision shall be accepted by Seller as final. If the retrenchment is withdrawn and submission of a fresh bill for the amount retrenched is sanctioned, Seller shall submit this bill with all necessary supporting vouchers, within fifteen days of such decision being given.

79. Army escorts and Dogs may travel in the transport from the starting point to the destination, if considered necessary, at no extra cost.

80. Vehicles hired from plains/hills / High Altitude Area (HAA) going to HAA / hills/plains will be paid as per rate for actual run kilometers in these Geographical Areas.

81. It will be ensured before submission of Sellers bill and connected documents to the Paying authority concerned that all entries overwritten/ altered are entered afresh and attested by the officer concerned as many times as fresh entries are made.

82. Sellers required to acknowledge receipts of all cheques issued in their favour, if sent by post, within 15 days from the date of their receipts. Failure on their part to acknowledge receipt will render Seller liable to forfeit the privilege of receiving cheques by post, unless a satisfactory explanation is furnished for default in this respect.

83. No additional claim will be permissible for duties performed on Sundays/ Holidays (Including National Holidays).

84. In case of any inconvenience/changes in any of the input items for transport like tyre/tubes, battery spare parts and Fuel, Oil & Lubricants items etc, no additional compensation will be liable to be paid during the contractual period and Seller will not ask any relaxation/variation of conditions.

85. OC unit / Consignor will issue a certificate for voluminous loads, if any, and payment will be made as per demanded vehicle capacity, when voluminous loads are

loaded in a truck to its full volumetric capacity, which may weigh less than the carrying capacity of the truck. Also if fewer loads are loaded in the vehicle and mixing of any other load is not permitted due to operational/ technical reasons, payment up to the payload capacity of the vehicle as demanded by the Buyer will be allowed on the basis of a certificate to this effect by the consignor/COO.

86. **Hill and Plain Running.**

(a) For the purpose of dividing the journey into hill & plain the following will be adopted:-

(i) All locations of Pithoragarh , Lansdowne , Joshimath and Sukhi will be termed as hill.

(b) The contract for hiring of heavy vehicles (load carriers, CHTT) has been concluded on basis of KMs i.e Hills & Plains. During preparation of bills the following will be adopted:-

(i) Payment will be made for actual kms run by the vehicle for which the officer has signed the car diary/ log book.

(ii) The total journey km will then be divided in kms covered in hills & plains as per parameters given above.

(iii) Thereafter, rates per Km for hill/ plain will be respectively changes as per distances actually cover on ground.

(c) Bids have been sought for hills & plains separately. Per km rates quoted by seller in each category will be utilized for finalization of bills. In case of a vehicle moving on one trip to hill & plain both then payments will be made for No of km travelled in plain & No of km travelled in hills. **Example** is enumerated below :-

(i) Total distance from Roorkee to Joshimath is approx 322 Km , which involves 242 Km route in hills & 80 Km approx route in plain .

(ii) So if the rate of hills is 50 Rs per Km & plains is 30 Rs per Km then firm will be paid as under:-

(aa)	Hill km	-	Rs 50 x 242 Km = Rs 12100/-
(ab)	Plain Km	-	Rs 30 x 80 Km = Rs 2400/-.
(ac)	Net payment	-	Rs 14,500/-.

87. Seller or accredited agent(s) will initial the Car Diary at the time of commencement of duty and obtain full signature of officer using the vehicles. Time and Kilometer of duty will commence at the parking area / reporting point as specified by COO. No extra Km / time will be given for vehicle to report from garage or return. Same rate for one vehicle will be applicable from origin point other than this station and so forth. Vehicle will be placed by the vendor at origin point/ starting point other than this station and duty culminating at this station, no additional charges will be applicable on the same.

88. Following documents will invariably be supplied by the Seller to the Buyer / COO / Paying Authority along with the bill duly supported with documents rel

ated to performance of duty:-

- (a) Ink-signed copy of Seller's bill.

- (b) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (c) Exemption certificate for Excise duty / Customs duty, if applicable.
- (d) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (e) Any other document / certificate that may be provided for in the Supply Order / Contract / Bid document.
- (f) User Acceptance in terms of signatures of the user on relevant part of the Car Diary / Indent Form.

89. No additional claim will be permissible for duties performed on Sundays/Holidays (Including National Holidays).

90. All types of CHT may be de-hired at the destination and for which one-way payment will be made and no additional charges will be applicable.

91. No payment shall be admissible for any period of time spent in halts for food, water, rest refueling, maintenance, repairs or for any other purposes, not specifically authorized by the Schedule/officer operating the contract while employing the transport.

92. In the case of transports ordered for the conveyance of stores, ammunition or any other sensitive stores, Government employees or guards required/specified for the purpose will be carried free of charge on such vehicles. In addition, any working party or guard which may be required to accompany such transport for the purpose of loading or unloading these stores will be carried free of charge on such vehicles.

93. In case of an accident, mechanical failure or due to any fault of the driver or contractor when the vehicle is on duty, any type of payment, including night halt and day halt, will not be applicable.

94. The owner of agency or his / her authorized representative should meet and liaise with the Formation Commander, Station Commander or the contract operating Officer, on fortnightly basis.

95. In the event of the vehicle(s) arranged from other sources at the risk and expense, in accordance with the terms of the Contract, the amount of excess charges, if any, involved in having to meet the complete demand out of the Civil Hire Transport, will be in addition to the amount recoverable from the Service Provider, for making such arrangement and be charged from the Service Provider.

96. OC unit / Consignor will issue a certificate for voluminous loads, if any, and payment will be made as per demanded vehicle capacity, when voluminous loads are loaded in a truck to its full volumetric capacity, which may weigh less than the carrying capacity of the truck. Also if fewer loads are loaded in the vehicle and mixing of any other load is not permitted due to operational/ technical reasons, payment up to the payload capacity of the vehicle as demanded by the Buyer will be allowed on the basis of a certificate to this effect by the consignor/COO.

97. **Weight Bridge.** A weighment slip obtained at the destination/ Correct Receipt Certificate by consignee will be mandatory. The cost of weight bridge if not available with buyer, will be borne by seller.

98. **Losses.** Any kind of losses in transit (partial / full) will be deducted from bill of the firm/ PBG. The complete responsibility after loading till delivery at destination will be responsibility of the seller and he is liable to pay for losses to government.

99. GPS tracking system in the vehicle is not mandatory/ required.

100. **Night Halt Charges.**

(a) **Out Station Duty.** Night halt will be applicable between 2200 hrs to 0600 hrs, in the event when a vehicle is not allowed to run, on express orders of the military authorities. The same will be applicable at the originating Station, in transit and at the destination Station. However, any

vehicle reporting for loading / unloading will not be given any night halt charge. Night halt will be paid as per rates fixed by Area Routine Order dated **24 November 2020 which is submit to amendment that may be carried out by UKSA/ UB Area/ Stn HQ Roorkee for CHTTS & Heavy Vehicles.**

(b) For night halt charges, the OC / CO Unit should authenticate the bills / duty slips and a certificate in this regard should be attached with the payment bills, before making the payment. Responsibility to get the requisite certificate from the destination rests with the service provider.

(c) No day halt charges to vehicles reporting at destination after 1200 hours on working day will be admitted in case such vehicles are not unloaded due to administrative reasons. For such vehicles, day halt charges for the following Sunday/holidays to that working day will also be not admitted.

(d) In case the vehicle reports at destination on Sunday/Holiday, then also no day halt charges will be paid for that day.

(e) No night halt charges will be separately admissible.

Recoveries

101. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and services etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

102. All monies or compensation payable by Seller to the Government under terms of the contract may be deducted from or realized by the sale of sufficient part of Performance Guarantee, or from interest arising there from or from any sums which may be due or may become due by the Government under this contract or any other account with the Government.

103. In the event of Performance Guarantee being reduced by reason of any such deductions of sale as aforesaid or should the value of such receipts or securities depreciate

in value during the period that they be held as such Performance Guarantee, Seller shall within twenty days from the date of Seller's being called to do so, make good in case of receipts or securities the amount required to complete the Security Deposit / Performance Guarantee to the original value.

104. Any sum of money due and payable to the Seller (including Performance Guarantee returnable to him / her) on account of this contract may be appropriated by the Buyer or the Government or any other person or persons acting on behalf of the Government of India and set off any claim of the Government or such other person or persons for the payment of a sum of money arising out of this contract or under any other contract made by the Seller with Government.

105. Notwithstanding anything herein before contained and without prejudice hereto the COO (Consignee) or his / her successor in office may recover from Seller as compensation, such sums as he / she considers reasonable:-

(a) If any goods entrusted to the seller under the contract are lost, damaged or depreciated unless such loss, damage or depreciation is due to an act of God or the enemies of the Government.

(b) If Seller fail to observe or perform any condition of the contract.

106. Any expenditure incurred by the Government through Army authorities in providing medical aid, repair, recovery and such other facilities which may not be readily available with civil authorities in remote and difficult areas would be recovered by the COO / Paying Authority from the bills of Seller or from the PBG lodged with Army authorities or by any other means the Buyer decides.

107. Seller shall be liable to pay rent for any military land if and when occupied by Seller in the course of the contract at a rate to be fixed by the Officer sanctioning the occupation of the land and intimated by Buyer.

108. Legal heirs and partners of the Seller shall be responsible to make good the loss/damage/depreciation caused to the Government stores by the Seller's employees at the prevailing local market rates alongwith the incidentals.

109. Decision as to recovery of monies from Seller in respect of hiring or arrangement of vehicles at Seller's expense or of compensation by order of the COO (Consignee) or his / her successor in office and any order for rescission of the contract by the Buyer shall be subject to an appeal, if preferred in writing by Seller within thirty days of issue of such decision or order to such Officer's immediate superior commander, whose decision will be accepted as final. If such appeal is not duly notified to the immediate superior commander within this period, the original decision or order in question shall be accepted as final.

110. In the event of any damage, loss or depreciation to any articles handed over under this agreement, owing to neglect or delay on Seller's part, the Seller shall be liable to pay compensation to the Government up to the value of stores so lost, damaged or depreciated and the compensation to be paid by the Seller shall be that decided by the Indian Army.

Miscellaneous

111. In the event of any dispute of providing civil vehicles between Seller and the COO (Consignee) regarding quantities/qualities of civil vehicles tendered, decision of the Buyer shall be final and binding on Seller.

112. Any change in the constitution of the firms shall be notified forthwith by the Seller in writing to the Buyer and such change shall not relieve any former member, of the firm from any liability under the contract.

113. No new partner/partners shall be accepted in the Seller's firm during the currency of this contract unless he/they agree to abide by all its terms and conditions and deposit(s) with the Buyer a written agreement to this effect.

114. In case of any special transport requirements which may have not been included in this contract, the appropriate authority of Indian Army is at liberty to hire such vehicles from any source /mode.

115. Seller acknowledge that Seller has acquainted themselves with all the conditions, and circumstances under which the provisioning of vehicles required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other provisions of the contract and Seller(s) shall not plead ignorance of any of these as excuse in case of complaint against or of rejection of vehicles provided by Seller or with a view either to ask for enhancement of any rates agreed to in the contract or to evade Seller's obligation under the contract.

116. Details of Heavy Vehicles & CHTTs for the FY 2026-27 are required as under

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S No	Type of Vehs	Clause s	Pack/P er Vehs / Kms	Area Opr	Approximat e Schedule d quantity f or 2026-27 (in Kms)	Rates
(a)	(b)	(c)	(d)	(e)	(f)	(o)
1	Truck 5 Ton (16 Ft LCV Open Body)					
	Out Station (One Way)	Kms	Per Kms	Plain	1500	
	Truck 7 to 9 Ton (19 Ft LCV Open Body)					
2	Out Station (One Way)	Kms	Per Kms	Plain	23000	
	Out Station (One Way)	Kms	Per Kms	Hill	12000	
3	Truck 15/16 Ton (19 to 21 Ft LCV Open Body)					
	Out Station (One Way)	Kms	Per Kms	Plain	3500	
	Out Station (One Way)	Kms	Per Kms	Hill	1500	
4	Truck 20 Ton (19 to 23 Ft LCV Open Body)					
	Out Station (One Way)	Kms	Per Kms	Plain	5200	
	Out Station (One Way)	Kms	Per Kms	Hill	800	
5	Truck with Trl 20 Ton (28 to 30 Ft Platform Truck)					
	Out Station (One Way)	Kms	Per Kms	Plain	11400	

	Out Station (One Way)	Kms	Per Kms	Hill	600	
6	Truck with Trl 40 Ton (28 to 30 Ft Platform Truck)					
	Out Station (One Way)	Kms	Per Kms	Plain	1000	

OP LIABILITY CLAUSE

117. In event of an emergency situation such as military operation/ war with an enemy, being declared by the Central Govt (or MoD) of the Military authorities deployed in the area of operation/ war, where the contract is executed, the contractor shall be legally bound to provide all the services as otherwise agreed upon by him under the terms and conditions of this contract.

118. The contractor shall provide the services of CHT/CHTT without levying any extra cost to the Govt which was not otherwise agreed to, or without altering the original tendered rate of hiring under this contract.

119. The contractor shall be liable and duty bound to provide the services of CH/CHTT when directed so, either by the buyer or any of his representative or any authorized military authority, deployed in the area of operation of war irrespective of the prevailing condition and circumstances.

120. The contractor shall not compromise with the qualitative standard of the services provided by him irrespective of the existing operation/ war like situation unless, the services required to be provided by him have been destroyed in the same operation/war.

121. In the event of failure to provide the services or perform duties as mentioned above, the contractor's PBG (or such portion thereof as the buyer shall consider adequate) shall stand forfeited and be absolutely at the disposal of the buyer, without prejudice to any other remedial action that the buyer may have to take.

122. If a dispute arises between the buyer and the contractor with regard to understanding, implementation and compliance of any of the clause mentioned in this contract or any breach / violation of the terms and conditions of the contract by either

er party, the same will be resolved through mutual discussion within 60 days. If unresolved, the parties may agree for arbitration and the case shall be referred to the Arbitration Tribunal MoD may prepare a panel or arbitrator, after due consideration of factors brought out by both parties, shall be considered final.

123. The contractor shall not disclose, publish or disseminate any confidential information that he may not access to, during the performance of this contract, regardless of whether the contractor is or is not under the contract at the time of the disclosure. For the said purpose, the contractor shall be asked to submit a duly signed certificate wrt non-disclosure clause, considering that safety and interest of the or and State is paramount. Any violation of the non-disclosure clause shall render the contractor liable for criminal prosecution under Sec 3 of the Official Secrets Act, 1923.

124. The contractor, being an employee in terms of Sec 2 (dd) (c) of the Workman Compensation Act, 1923, shall be entitled for compensation in case of death or damage or injury caused to limb, life or property, while acting in performance of this contract.

Note 1 : For the purpose of the contract, the term contractor unless the context otherwise mentions, shall mean and include the contractor, his employees assignees, any authorized representative and service providers on his behalf.

Workman Compensation Act, 1923

125. **Employee** - a person recruited as driver, helper, mechanic, cleaner or in any capacity in connection in Workman Compensation Act, 1923.

126. **Employer** - includes any body of person whether incorporated or not and any managing agent of an employer and the legal representative of a deceased employer, and when the services of a workman are temporarily lent or let or hire to ou their person by the person with whom the workman has entitled into a contract of service, means such other person while the workman is working for him.

Note 2: The buyer or his assignees or successors or any auth representative, shall for purpose of compensation under Sec 3 of Workman Compensation Act, 192 be treated as an employer.

127. During any emergency, war or hostility, the Central Govt for the defence of he country passes an Act which governs all the essential aspects such as requisiti n of immovable property, essential services, transport etc. Therefore, in case of a y grave hostility or war like situation, the services of transport will be hired/ utilize as per the direction/ Act passed by the Central Govt at that time.

Annexure-I

(Refer to Para 2 (n) of Addl terms of ATC's)

BID SECURITY DECLARATION CERTIFICATE

(To be given on Company Letter Head)

Whereas (herein after called the "Seller") has submitted their offer dated for the **'Supply of Civil Hired Transport (CHT)'** (hereinafter called the "Bid") ag ainst the Buyer's Bid document No' _____ **dated**

_____ ' on GeM Platform KNOW ALL MEN by these presents that We of having our registered office at are bound unto(hereinafter called the "Buyer") pledge this `Declaration" to the Buyer, its successors and assigns by these presents.

Sealed with the Common Seal this day of

The conditions of obligations are:-

- (1) If I/We withdraw or amend, impair or derogate from the Bid in any respec t within the period of its validity.
- (2) If I/We having been notified of the acceptance of this Bid by the Buyer du ring the period of bid validity:-

(a) Fail to furnish the Performance Security for the due performance of the contract.

(b) Fail or refuse to accept / execute the contract.

I/We undertake to accept the above obligations failing which my/our firm will be suspended for bidding in all contracts for Civil Hired Transport where bids are invited by CFAs under Headquarters _____ Command till _____ (Date), which may be extended by the CFA for a further period of upto 180 days beyond _____ (Date).

Dated:

(Official Seal & Signature)

Annexure-II

(Refer to Para 2 (o) of Addl terms of ATC's)

(To be given on Company Letter Head)

To,

**SUB: ACCEPTANCE OF TERMS & CONDITIONS OF
BID**

Reference Bid No:GEM/2026/B/_____ **dated** _____

Name of Bid / Work: **Supply of Civil Hired Transport (CHT)**
at _____

Dear Sir,

1. I / We have downloaded the Bid document(s) for the above mentioned 'Bid /Work' from the GeM portal as per your Bid referred above published on GeM Portal.
2. I / We hereby certify that I / we have read entire terms and conditions which include the Service Level Agreement (SLA), General Terms and Conditions (GTCs) and the Additional Terms and Conditions (ATCs) of this bid document (including all Appendices), which will form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The Addendum(s) / Corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the conditions of above mentioned Bid document(s) Addendum(s) / Corrigendum(s) in its totality /entirety.
5. The documents uploaded on the GeM Portal are true copies of the original documents.
6. In case any provisions of this Bid are found violated, your department/ organization shall be at liberty to reject this Bid and invoke provisions of the Bid Security Declaration / forfeit our EMD and we shall not have any claim/ right against your department/ organization in satisfaction of this condition.

Yours Faithfully,

(Signature of the Seller, with Official Seal)

Annexure-III

(Refer to Para 2 (p) of Addl terms of ATC's)

CERTIFICATE : FINANCIAL CAPACITY / CCC

(To be given on Company Letter Head)

1. My/our residual financial capacity based on average turnover of last three years is

above

Rs. _____

_____ **(Rupees**

_____), duly excluding all other contracts already having been awarded in favour of me/my firm for the period _____ to

_____.

2. Certified that on securing the contract (s) for which I/we have applied now, my/our residual Financial Capacity / CCC will not be exceeded.

3. I am/We are fully aware that my/our firm is liable for action as per rules in case the above declared facts are found to be wrong.

Dated: Mar 2026

(Signature of the Seller/Proprietor/Partner/

Power of Attorney Holder (along with stamp of firm)

14. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attacher categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal

Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. an any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India shall be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any failure of declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---